UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
SOUTHERN DIVISION

VINCENT ZINNI, on behalf of himself and those similarly situated, Plaintiff, v. CLICKSOFTWARE TECHNOLOGIES LTD., ISRAEL BOROVICH, MOSHE BENBASSAT, SHAI BEILIS, NIRA DROR, SHLOMO NASS, MENAHEM SHALGI, GIL WEISER, FRANCISCO PARTNERS LP, OPTIMIZER TOPCO S.A.R.L., OPTIMIZER MERGER HOLDINGS LTD.	Case No. 8:15-cv-00863-JLS-JCG

STIPULATION OF SETTLEMENT

The parties to the above-captioned matter, by and through their respective attorneys, hereby enter into the following Stipulation of Settlement (the "Stipulation") effective as of August 7, 2015, subject to the approval of the Court, which is intended to fully, finally and forever resolve, discharge, and release and settle the Settled Claims (as defined below) upon and subject to the terms and conditions herein (the "Settlement").

WHEREAS, Optimizer TopCo S.a.r.l. and Optimizer Merger Holdings Ltd. (the "Optimizer Entities") and ClickSoftware executed an Agreement and Plan of Merger dated as of April 30, 2015 (the "Merger Agreement"), following approval of a transaction in which ClickSoftware Technologies Ltd. ("ClickSoftware") will merge with and into the Optimizer Entities, which in turn will pay $12.65 in cash for all outstanding shares of ClickSoftware (the "Merger" or "Proposed Transaction") by ClickSoftware's Board of Directors (the "Board of Directors")[1];

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[1] The Board of Directors consists of Israel Borovich, Moshe BenBassat, Shai Beilis, Nira Dror, Shlomo Nass, Menahem Shalgi, and Gil Weiser (also collectively the "Individual Defendants").

WHEREAS, on May 7, 2015, ClickSoftware filed a Form 6-K with the United States Securities and Exchange Commission (the "SEC"), which attached a notice of a June 11, 2015 special general meeting of ClickSoftware's shareholders (the "Shareholder Meeting") and a proxy statement for the Shareholder Meeting (the "Proxy Statement") describing the Merger and the Merger Agreement;

WHEREAS, on May 29, 2015, plaintiff Sol Scharf ("Plaintiff"), by and through his counsel, Brodsky & Smith, LLC and Faruqi & Faruqi, LLP (together, "Plaintiff's Counsel"), filed a derivative and putative class action lawsuit in the Superior Court of California – Orange County, entitled *Scharf v. ClickSoftware Technologies Ltd., et al.*, (the "Action"), against: (i) ClickSoftware; (ii) the Board of Directors (together with ClickSoftware, the "ClickSoftware Defendants"); and (iii) Francisco Partners, L.P. ("Francisco Partners") and the Optimizer Entities (collectively, the "Francisco Partners Defendants").

WHEREAS, the Action challenges the merger between ClickSoftware and the Optimizer Entities, which were created by affiliates of Francisco Partners IV, L.P. and Francisco Partners IV-A, L.P. (which in turn are funds managed by Francisco Partners);[2]

WHEREAS, Plaintiff contended that the consideration to be paid to ClickSoftware's shareholders in connection with the Merger was inadequate, that the terms of the Merger Agreement were unfair and/or improper, and the Proxy Statement was deficient and misleading and did not provide adequate disclosure to ClickSoftware shareholders;

WHEREAS, on or about June 1, 2015, Defendants removed the Action to the United States District Court for the Central District of California as Case No. 8:15-cv-00863-JLS-JCG;

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[2] The ClickSoftware Defendants and the Francisco Partners Defendants are referred to collectively as the "Defendants."

WHEREAS, on or about June 3, 2015, an amended complaint was filed substituting Plaintiff Scharf with Plaintiff Zinni and adding a claim under that the Proxy Statement was false and misleading in violation of § 14 of the Securities Exchange Act of 1934;

WHEREAS, Plaintiff prepared and served upon Defendants a Motion for Temporary Restraining Order to enjoin the Merger until such time as adequate disclosures were made to ClickSoftware shareholders and expedited discovery completed;

WHEREAS, Defendants prepared and served upon Plaintiff a Motion to Dismiss the Amended Complaint, arguing that the Action should be dismissed in its entirety on *forum non conveniens* grounds and for failure to state a claim;

WHEREAS, counsel for Plaintiff and counsel for Defendants engaged in extensive and arm's-length negotiations concerning a potential settlement of the Action and avoidance of the motions for Temporary Restraining Order and to Dismiss the Amended Complaint, and specifically Plaintiff's demand that ClickSoftware stockholders be provided with additional disclosures prior to the stockholder vote on the Proposed Transaction;

WHEREAS, on June 8, 2015, Defendants filed with the SEC a Current Report on Form 6-K (the "Settlement 6-K"), attached hereto as Exhibit A, which provided ClickSoftware's shareholders with additional disclosures (the "Supplemental Disclosures") prior to the Shareholder Meeting scheduled for June 11, 2015. Plaintiff's Counsel reviewed, commented on and approved the Supplemental Disclosures prior to the filing of the Settlement 6-K;

WHEREAS, on June 8, 2015, the parties memorialized their agreement to settle the Action (subject to certain terms and conditions) and entered into a Memorandum of Understanding (the "MOU") containing the terms for the parties' agreement-in-principle to resolve the Action and provide for the release of all asserted claims brought on behalf of ClickSoftware's common stockholders;

WHEREAS, at the Shareholder Meeting held on June 11, 2015, ClickSoftware's stockholders voted to approve the Merger Agreement and the Proposed Transaction;

WHEREAS, on July 11, 2015, after a 30-day period waiting period mandated by Israeli law, Francisco Partners closed and completed its acquisition of ClickSoftware;

WHEREAS, the parties now wish to further document their agreement of settlement in this Stipulation to be submitted to the Court for approval;

WHEREAS, counsel for Plaintiff has conducted a thorough investigation of the claims and allegations asserted in the Action, as well as the underlying events and transactions relevant to the Action, including: (1) review of over a thousand pages of both confidential, non-public documents as well as public documents, including ClickSoftware's SEC filings, minutes of meetings of ClickSoftware's Board of Directors and financial presentations by ClickSoftware's financial advisor, Jefferies LLC ("Jefferies"); (2) a telephonic interview of Shai Beilis, a member of the Board of Directors; and (3) a deposition of Jeffrey Snyder, a representative of Jefferies;

WHEREAS, Plaintiff's Counsel has concluded that the terms contained in this Stipulation are fair and adequate to Plaintiff and members of the Class (as defined below), and that it is reasonable to pursue the settlement of the Action based upon the procedures and terms outlined herein and the benefits and protections offered hereby;

WHEREAS, in evaluating the Settlement, Plaintiff and his counsel have considered: (1) the benefits to the members of the Class (as defined below) from the Settlement; (2) the facts developed during discovery; (3) the attendant risks of continued litigation and the uncertainty of the outcome of this Action; (4) the probability of success on the merits and the allegations contained in the Action, including the uncertainty related to the proof of those allegations; (5) the desirability of permitting the Settlement to be consummated as provided by the terms of the Stipulation; and (6) the conclusion of counsel for Plaintiff that the terms and conditions of the Settlement are fair, reasonable and adequate;

WHEREAS, Defendants have denied, and continue to deny, that they have committed or aided and abetted in the commission of any violation of rule, regulation, statute or law of any kind or engaged in any of the wrongful acts alleged in the Action, or that any additional disclosures (including the Supplemental Disclosures) were required under applicable rule, regulation, statute or law. The Individual Defendants expressly maintain that they have diligently and scrupulously complied with their fiduciary and other legal duties, and Francisco Partners expressly maintains that it has no fiduciary or other legal duties to Plaintiff. Defendants are entering into this Stipulation solely to eliminate the burden and expense that would be incurred by further litigation;

WHEREAS, Plaintiff's Counsel believe that they brought the claims in good faith and continue to believe that such claims had legal merit, but believe that the Supplemental Disclosures allowed ClickSoftware's common stockholders to make fully informed decisions with regard to the Merger. Plaintiff's Counsel also believe that their efforts in prosecuting the Actions have resulted in relief for ClickSoftware stockholders which, under the circumstances, is fair, reasonable, adequate, and in the best interests of all members of the Class. The entry by Plaintiff's Counsel into the MOU and this Stipulation is not an admission as to the lack of any merit of any claims asserted in the Action, and the entry by Defendants into the MOU and this Stipulation is not an admission as to the merits of any claims asserted in the Action; and

WHEREAS, all parties recognize the time and expense that would be incurred by further litigation of the Action and the uncertainties inherent in such litigation;

NOW, THEREFORE, as of this 7th day of August, 2015, counsel for the parties have reached an agreement, expressed in the Stipulation, providing for the Settlement of the Action between and among Plaintiff and Defendants, on the terms and subject to the conditions set forth below:

1. Supplemental Disclosures

(a) Counsel for Plaintiff and counsel for Defendants conferred on the Supplemental Disclosures contained in Exhibit A, and Defendants agreed to and did in fact include such Supplemental Disclosures in the Settlement 6-K, which was publicly filed with the SEC on June 8, 2015, prior to the June 11, 2015 Shareholder Meeting at which ClickSoftware's stockholders voted in favor of the Proposed Transaction. While continuing to deny any liability or wrongdoing, Defendants acknowledge that they included the Supplemental Disclosures described in the Settlement 6-K solely due to the efforts of counsel for Plaintiff, including the filing, pendency and prosecution of the Action and the issues raised therein by Plaintiff.

(b) Plaintiff and his counsel acknowledge that they have reviewed the Supplemental Disclosures and deem them an adequate basis for settling the Action. Neither Plaintiff nor his counsel has sought, or will seek, additional disclosures as a condition of this Settlement.

2. Settlement Class: The parties hereby stipulate that the Action shall be conditionally certified, for settlement purposes only and subject to Court approval, pursuant to Federal Rule of Civil Procedure 23 as a mandatory non-opt-out class action consisting of all record and beneficial holders of ClickSoftware common stock at any time from and including April 30, 2015 (the announcement of the Merger Agreement in a 6-K filed with the SEC) up to and including June 11, 2015 (the date of the shareholder vote on the Proposed Transaction), including any and all of their respective successors in interest, predecessors, representatives, trustees, executors, administrators, heirs, assigns or transferees, immediate and remote, and any person or entity acting for or on behalf of or claiming under any of them, and each of them, together with their predecessors, successors and assigns (the "Class"). Excluded from the Class are Defendants, their immediate family members, successors in interest, heirs, assigns, legal representatives, and any entity in which a Defendant has or had a controlling interest. In the event that the Settlement does not become final for any reason, Defendants reserve the right to oppose certification of any class in any future proceeding.

3. **Notice of Settlement**: ClickSoftware shall be responsible for providing notice of the Settlement to members of the Class and shall pay reasonable costs and expenses incurred in providing such notice. Unless otherwise provided by law, the notice shall be in writing and effected by U.S. mail, and shall be deemed delivered five (5) business days after being sent. The notice will provide, among other things, that members of the Class shall have an opportunity to object to the Settlement.

4. **Defendants Deny Liability or Any Wrongdoing**: As noted above, Defendants continue to deny any liability and to believe that no additional disclosures (including the Supplemental Disclosures) were required under applicable rule, regulation, statute, or law. Defendants entered into the Settlement and will execute this Stipulation solely because they considered it desirable that the Action be settled and dismissed on the merits and with prejudice in order to (a) eliminate the burden, inconvenience, expense, risk and distraction of further litigation, (b) finally put to rest and terminate all the claims which were or could have been asserted against Defendants in the Action, and (c) thereby permit the Proposed Transaction to proceed without risk of injunctive or other relief.

5. **Release of Defendants**: Vincent Zinni, on behalf of himself and the Class, and each Class Member (collectively, the "Releasing Parties"), effective upon Final Approval (as defined below) of the Settlement, releases and fully and completely discharges and dismisses with prejudice and on the merits all claims, demands, rights, actions or causes of action, liabilities, damages, losses, obligations, judgments, suits, fees, expenses, costs, matters and issues of any kind or nature whatsoever, whether known or unknown, contingent or absolute, suspected or unsuspected, disclosed or undisclosed, hidden or concealed, matured or unmatured, that have been, could have been, or in the future can or might be asserted in the Action or in any court, tribunal or proceeding (including, but not limited to, any claims arising under federal, state, foreign, or common law, including the federal securities laws, any state disclosure law, or the Israeli Companies Law) by or on behalf of Plaintiff and any and all members of the Class (whether individual, class, derivative, representative, legal, equitable or any other type or in any other capacity), against Defendants and their respective family members, parent entities, successors in interest, associates, affiliates or subsidiaries, and each and all of their respective past, present or future officers, directors, stockholders, agents, representatives, employees, attorneys, financial or investment advisors, advisors, consultants, accountants, investment bankers, commercial bankers, trustees, agents, insurers, co-insurers and reinsurers, general or limited partners or partnerships, limited liability companies, members, heirs, executors, personal or legal representatives, estates, administrators, predecessors, successors and assigns (collectively, the "Released Persons"), whether or not any such Released Persons were named, served with process or appeared in the Action, which have arisen, could have arisen, arise now or hereafter arise out of or relate in any manner to the allegations, facts, events, acquisitions, matters, acts, occurrences, statements, representations, misrepresentations, omissions, or any other matter, thing or cause whatsoever, or any series thereof, embraced, involved or set forth in, or referred to or otherwise related in any way to: (a) the Proposed Transaction, or any amendment thereto; (b) the adequacy of the consideration to be paid to ClickSoftware shareholders in connection with the Proposed Transaction; (c) the fiduciary obligations, if any, of the Defendants or Released Persons in connection with the Proposed Transaction, or any amendment thereto; (d) the negotiations in connection with the Proposed Transaction, or any amendment thereto; (e) the processes, events and analyses leading up to the Proposed Transaction, or any amendment thereto; (f) the aiding and abetting liability, if any, of Francisco Partners and/or the Optimizer Entities; or (g) the disclosures or disclosure obligations of any of the Defendants or Released Persons in connection with the Proposed Transaction (collectively, the "Settled Claims"); provided, however, that the Settled Claims shall not include any claims to enforce the Stipulation, or relating to the return or destruction of Discovery Materials (defined below) pursuant to paragraph 14 hereof.

6. **Release of Plaintiff**: Effective upon Final Approval, Defendants and the Released Persons release Plaintiff, members of the Class, and their counsel, advisors and/or experts, from all claims arising out of the institution, prosecution, settlement or resolution of the Action, provided however, that Defendants and the Released Persons retain the right to enforce the terms of this Stipulation.

7. **Unknown Claims Released**: The releases included in paragraph 5 of this Stipulation extend to claims that the Releasing Parties do not know or suspect to exist at the time of the releases, which, if known, might have affected the decision to enter into the releases. The

Releasing Parties shall be deemed to relinquish, to the extent applicable, and to the full extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code, which provides:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

In addition, the Releasing Parties shall be deemed to waive any and all provisions, rights and benefits conferred by any law of the United States or any state or territory of the United States, principle of common law, or Israeli law, which governs or limits a person's release of unknown claims, or is otherwise similar, comparable or equivalent to Section 1542 of the California Civil Code. The Releasing Parties acknowledge that members of the Class and/or other ClickSoftware stockholders may discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of this release, but that it is their intention to fully, finally and forever settle and release any and all claims released hereby, whether known or unknown, suspected or unsuspected, heretofore existed or may hereafter exist, without regard to the subsequent discovery or existence of such additional or different facts. The parties to this Stipulation acknowledge that the foregoing waiver was separately bargained for and is a material term of the Settlement.

8. **Preliminary Approval**: As soon as practicable after the execution of this Stipulation, the parties shall jointly apply to the Court for the entry of an order preliminarily approving the Settlement (the "Preliminary Approval Order") substantially in the form attached hereto as Exhibit B, which, among other things:

(a) Provides for the preliminary certification of the Action, for purposes of this Settlement only, pursuant to Rule 23 of the Federal Rules of Civil Procedure, on behalf of the

Class, and preliminarily certifies Vincent Zinni as Representative of the Class, and his counsel Brodsky & Smith and Faruqi & Faruqi, as Co-Lead Counsel for the Class;

(b) Preliminarily approves the Settlement as fair, reasonable and adequate, and in the best interest of the Class;

(c) Schedules a final approval hearing at which the Court will determine whether to finally approve the Settlement and dismiss the Action with prejudice and on the merits, thereby causing the releases provided for in paragraphs 5 through 7 hereof to become effective;

(d) Approves the Notice of Pendency of Class Action, Proposed Settlement and Settlement Hearing (the "Notice"), substantially in the form attached hereto as Exhibit C; and

(e) Provides that pending final approval of the Settlement, the Releasing Parties are barred and enjoined from commencing, prosecuting, instigating, or in any way participating in the commencement or prosecution of any action relating, directly or indirectly, to any Settled Claim against any of the Released Parties.

9. Affidavit of Notice of Mailing: Prior to the Final Approval Hearing (defined below), ClickSoftware shall file with the Court an appropriate affidavit evidencing mailing of the Notice to all members of the Class. Defendants will pay the reasonable costs incurred in identifying and notifying by mail the members of the Class, including the printing and copying of the Notice.

10. Stay of Proceedings: Upon entry of the Preliminary Approval Order, and pending final approval of the Settlement, all proceedings in the Action, except those incident to the Settlement, shall be stayed, and no proceeding, except those incident to the Settlement, shall be initiated. In addition, Plaintiff and all members of the Class, shall take all necessary action to aid Defendants in preventing, staying or seeking dismissal of or oppose entry of any interim or final relief in favor of any member of the Class in any other litigation against any of the Released Persons which challenges the Settlement, the Proposed Transaction or otherwise involves or relates to any of the Settled Claims.

11. **Final Approval**: If this Settlement is approved by the Court after a hearing (the "Final Approval Hearing"), the parties shall jointly request the entry of an Order and Final Judgment, substantially in the form attached hereto as Exhibit D:

(a) Approving this Settlement, adjudging the terms thereof to be fair, reasonable and adequate, and in the best interests of the Class, and directing consummation of the terms and provisions of the Settlement;

(b) Certifying the Class as a non-opt-out class pursuant to Federal Rule of Civil Procedure 23 and certifying Vincent Zinni as Representative of the Class, and his counsel Brodsky & Smith and Faruqi & Faruqi, as Co-Lead Counsel for the Class;

(c) Dismissing the Action with prejudice and on the merits, and without costs (except as set forth in paragraph 13 below);

(d) Providing for the final release of claims as described and set forth above in paragraphs 5 through 7;

(e) Permanently enjoining the prosecution of all Settled Claims;

(f) Reserving jurisdiction for the purpose of effectuating the Settlement; and,

(g) Acting upon Plaintiff's motion for an award of attorney's fees and expenses as set forth herein.

The approval of this Settlement by the Court shall be considered final ("Final Approval") after any of the parties hereto has served the party of the opposite side with notice of entry of the

Order and Final Judgment, which shall be performed forthwith after the signing of same by the Justice.

12. Termination of Settlement

(a) Defendants shall have the right to withdraw from the Settlement in the event that, prior to the Final Approval, any Court enjoins, delays, or alters the shareholder vote on the Proposed Transaction, or orders rescission or an unwinding of the Proposed Transaction in any way, or if any claim related to the subject matter of the Action, the Merger Agreement, the transactions contemplated by the Merger Agreement, including the Proposed Transaction, or the Settled Claims is commenced or prosecuted against any Defendants in any court prior to Final Approval of the Settlement, and (following a motion by Defendants) any such claim is not dismissed with prejudice, consolidated with the Action, or stayed in contemplation of dismissal with prejudice. In the event that any such claim is commenced or prosecuted, the parties shall cooperate and use best efforts to secure the dismissal with prejudice (or consolidated into the Action or a stay in contemplation of dismissal with prejudice) thereof.

(b) This Settlement and Stipulation, including the entry of final judgment with prejudice, the release of all claims, and the payment of any award of attorneys' fees or expenses, is expressly conditioned upon the closing of the Proposed Transaction.

13. Attorneys' Fees: Brodsky & Smith and Faruqi & Faruqi (as Co-Lead Counsel for the Plaintiff and the Class), shall apply to the Court for an award of attorneys' fees, costs and expenses in an amount not to exceed $195,000, to be paid by or at the direction of ClickSoftware and/or its insurance carrier (the "Fee Application"). Plaintiff reserves the right to apply for an incentive award not to exceed $2,000.00, which shall be paid from the attorney's fees and costs award. Defendants have agreed not to oppose such Fee Application. The Parties acknowledge and agree that any fees and expenses awarded by the Court to Plaintiff's Counsel shall be paid to Brodsky & Smith, LLC, as paying agent for all Plaintiff's Counsel, solely by ClickSoftware and/or its insurance carrier, which shall pay the fee and expense award approved by the Court (up to a maximum of $195,000) within fifteen (15) business days from Final Approval of the Settlement, notwithstanding the existence of any timely-filed objections to the Settlement or to the fees and expenses awarded, or potential appeal from such objections, or collateral attack on the Settlement or any part thereof, subject to the joint and several obligation of Plaintiff's Counsel to refund, within fifteen (15) business days, all amounts received (unless the amount awarded is reduced, in which case Plaintiff's Counsel is only obligated to return the difference), if and when, as a result of any appeal and/or further proceeding on remand or successful collateral attack, the fee or expense award is reduced or reversed or if the award does not become final, if the Settlement is terminated or otherwise voided in any way, or if the Settlement is later reversed by any court. Notwithstanding anything in this Stipulation to the contrary, or any order of the Court making or approving an attorneys' fee and expense award, neither the Individual Defendants nor Francisco Partners shall be obligated to pay any expense, costs or fees incurred by the Plaintiff, by any member of the Class, or by any of their attorneys, experts, advisors, agents or representatives including any award of attorneys' fees, costs and expenses to counsel for Plaintiff. The Settlement is expressly not conditioned on, and Final Approval shall not depend upon, the approval by the Court of an award of attorneys' fees, costs and expenses to counsel for Plaintiff.

14. **Court Approval Required**: This Stipulation of Settlement shall be null and void and of no force or effect if Final Approval of the Settlement by the Court does not occur for any reason; provided however, that any decision by the Court not to approve the amount of attorneys' fees and expenses sought by counsel for Plaintiff shall not void the Stipulation or the Settlement. In the event that this Stipulation is rendered null and void for any reason, unless the parties agree otherwise, the parties shall return to their respective litigation positions as of the time immediately prior to the execution of this Stipulation and the MOU, as though they were never executed or agreed to. This Stipulation shall not be deemed to prejudice in any way the respective positions of the parties with respect to the Action, or to constitute a presumption, a concession or an admission of fact, or of fault, liability or wrongdoing, by any party, and neither the existence of this Stipulation, nor its contents, shall be admissible in evidence, referred to for any purpose, or otherwise used by any party in the Action, or in any other action or judicial proceeding, except for any litigation or judicial proceeding arising out of or relating to this Stipulation, including any action to enforce its terms; provided, however, that nothing herein shall prejudice Plaintiff's right to introduce the MOU or Stipulation into evidence for purposes of an application for an award of attorneys' fees and expenses, which right Plaintiff expressly reserves.

15. **Return of Documents**: Counsel for plaintiff agrees that within ten (10) business days of Final Approval of the Settlement, they will return to ClickSoftware all discovery material obtained during the pendency of the Action, including all documents produced by and/or deposition testimony given by, any of the Defendants or Released Persons in the Action (the "Discovery Material"), or certify in writing that such Discovery Material has been destroyed; provided, however, that counsel for Plaintiff shall be entitled to retain all filings, court papers, and attorney work product, subject to the requirement that counsel for Plaintiff shall not disclose any information contained or referenced in such materials to any person except pursuant to Court order or as agreed upon with Defendants. The parties agree to submit to the Court any dispute concerning the return or destruction of the Discovery Material, and the Court retains jurisdiction over the case to resolve any dispute concerning this paragraph.

16. **Right to Injunctive Relief**: The parties acknowledge and agree that (a) any breach of this Stipulation may result in immediate and irreparable injury for which there is no adequate remedy available at law; and (b) in addition to any other remedies available, specific performance and injunctive relief are appropriate remedies to compel performance of this Stipulation.

17. **Execution in Counterparts**: This Stipulation may be executed in any number of counterparts by the signatories hereto, including by e-mail in portable document format or by telecopier, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

18. **Governing Law**: This Stipulation and the Settlement contemplated by it, and all disputes arising out of or relating to it, shall be governed by, and construed in accordance with, the laws of California, without regard to conflict of law principles. The parties agree that any dispute arising out of or relating in any way to this Stipulation or the Settlement shall not be litigated or otherwise pursued in any forum or venue other than this Court, and the parties expressly waive any right to demand a jury trial as to any such dispute.

19. **Written Modifications**: This Stipulation constitutes the entire agreement among the parties with respect to the subject matter hereof, supersedes all written or oral communications, agreements or understanding that may have existed prior to the execution of this Stipulation, including the MOU, and may not be modified or amended, nor any of its provisions waived, except by a writing signed by the parties hereto.

20. **Successors, Assigns and Third Party Beneficiaries**: This Stipulation shall be binding upon and inure to the benefit of the parties, including all members of the Class, and their respective successors in interest, predecessors, representatives, agents, trustees, executors, administrators, heirs, assigns, or transferees; *provided* that no party shall assign or delegate its rights or responsibilities under this Stipulation without the prior written consent of the other parties hereto. The non-defendant Released Persons are intended third party beneficiaries under this Stipulation entitled to enforce this Stipulation in accordance with its terms.

21. **Representation of Named Plaintiff**: Named Plaintiff Vincent Zinni represents and warrants that he has been a shareholder in ClickSoftware throughout the period covered by the Action and the Settlement and has not assigned, encumbered, or in any manner transferred in whole or in part the claims in the Action.

22. **Authority**: This Stipulation is being executed by counsel for the parties, each of whom represents and warrants that he or she has been granted full and complete authority from his or her client(s) to enter into this Stipulation, which has full force and effect as a binding obligation of such clients.

WHEREFORE, the parties have executed this Stipulation effective as of the date set forth below.

Dated: August 7, 2015

BRODSKY & SMITH, LLC

By: ____________________

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Dated: August 7, 2015

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